

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

US VC PARTNERS GP LLC;
US VC PARTNERS MANAGEMENT, LLC;
ISRAELI VC PARTNERS LTD.;
ISRAELI VC PARTNERS MANAGEMENT,
LLC;
CN ODYSSEY GP LLC;
CN MAPANYTHING GP LLC;
SPARROW CAPITAL HOLDINGS LLC;
AUDUBON LOAN FUNDING GP LLC;
CN PARTNERS LLC; and
ANDREW INTRATER,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF THE
TREASURY, OFFICE OF FOREIGN ASSETS
CONTROL;
THE HONORABLE STEVEN MNUCHIN, in
his official capacity as the Secretary of the
United States Department of the Treasury; and
ANDREA GACKI, in her official capacity as
the Director of the United States Department of
the Treasury's Office of Foreign Assets Control,

Defendants.

19 Civ. 6139 (GBD) (SN)

**DECLARATION OF ANDREW INTRATER IN SUPPORT OF
PLAINTIFFS' MOTION FOR THE RETURN OF UNLAWFULLY SEIZED PROPERTY**

I, Andrew Intrater, hereby declare as follows:

1. I, Andrew Intrater, am a Plaintiff in this lawsuit and a part-owner of Plaintiffs US VC Partners GP LLC ("USVCP-GP"); US VC Partners Management, LLC ("USVCP Management"); Israeli VC Partners Ltd. ("IVCP-GP"); Israeli VC Partners Management, LLC ("IVCP Management"); CN Odyssey GP LLC ("CN Odyssey-GP"); CN MapAnything GP LLC

(“CN MapAnything-GP”); Sparrow Capital Holdings LLC (“Sparrow Capital”); Audubon Loan Funding GP LLC (“Audubon-GP”); and CN Partners LLC (“CN Partners”). I also hold operational positions at each of the other Plaintiffs in this case. As such, I am familiar with all aspects of my own investments, as well as the business and operations of the other Plaintiffs in this case.

I. US VC PARTNERS, L.P.

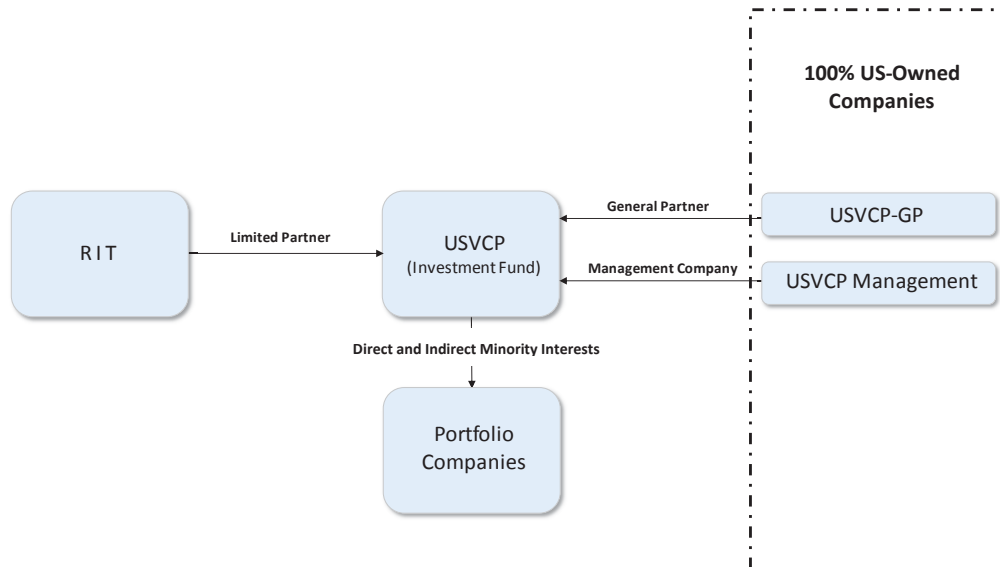
2. US VC Partners, L.P. (“USVCP”) is a multi-stage, technology investment fund that invests in equity and debt securities of domestic and international businesses. I am the Special Managing Member of US VC Partners-GP, which in turn is the general partner of USVCP. The original limited partner of USVCP was Weft Global Ltd. (“Weft”). Attached as **Exhibit 1** hereto is a true and correct copy of the Amended and Restated Agreement of Limited Partnership of USVCP, dated November 15, 2013.

3. On or about November 24, 2017, Weft sold the limited partnership interest in USVCP to Renova Innovation Technologies Ltd. (“RIT”). Attached as **Exhibit 2** hereto is a true and correct copy of a Sale and Purchase Agreement, dated November 24, 2017, between Weft and RIT concerning the limited partnership interest in USVCP. Attached as **Exhibit 3** hereto is a true and correct copy of a First Amendment and Joinder to the Amended and Restated Agreement of Limited Partnership of USVCP, dated November 24, 2017.

4. The management company of USVCP is Plaintiff USVCP Management. I am the Special Managing Member of USVCP Management. Attached as **Exhibit 4** hereto is a true and correct copy of an Investment Management Agreement, dated June 17, 2013, between USVCP and USVCP Management.

5. The chart below shows the general structure of the relevant ownership interests and principal contractual obligations among Plaintiffs USVCP-GP and USVCP Management;

RIT; the Investment Fund USVCP; and the portfolio companies in which USVCP invests, as of the date of OFAC's blocking order.



II. ISRAELI VC PARTNERS, LP

6. Israeli VC Partners, LP (“IVCP”) is a multi-stage, technology investment fund that invests in equity and debt securities of domestic and international businesses. I am the Special Managing Member of Plaintiff IVCP-GP, which was the original general partner of IVCP. The original limited partner of IVCP was Weft. Attached as **Exhibit 5** hereto is a true and correct copy of the Amended and Restated Agreement of Limited Partnership of IVCP, dated November 15, 2013.

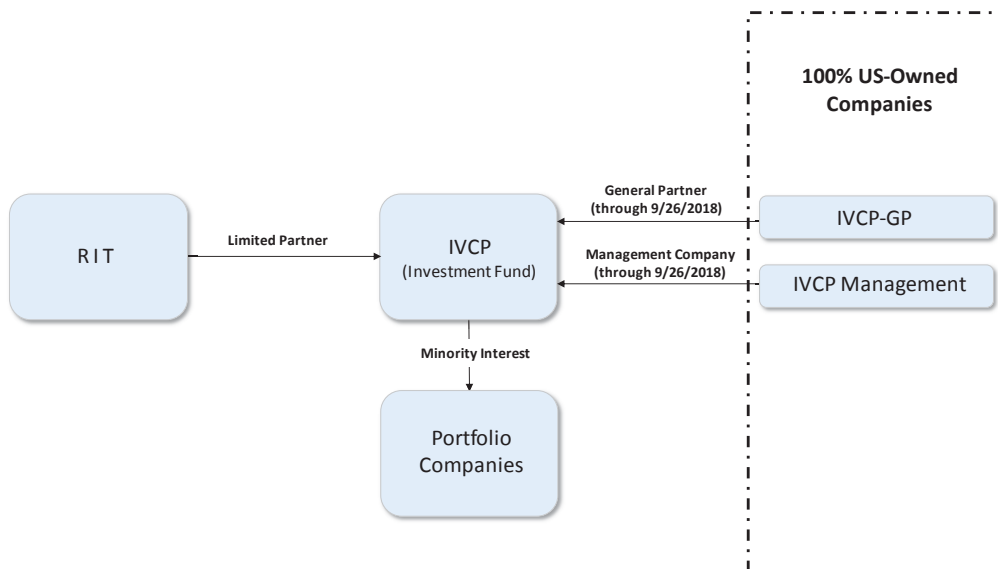
7. On or about November 24, 2017, Weft sold the limited partnership interest in IVCP to RIT. Attached as **Exhibit 6** hereto is a true and correct copy of a Sale and Purchase Agreement, dated November 24, 2017, between Weft and RIT concerning the limited partnership interest in IVCP. Attached as **Exhibit 7** hereto is a true and correct copy of a First Amendment

and Joinder to the Amended and Restated Agreement of Limited Partnership of IVCP, dated November 24, 2017.

8. On or about September 26, 2018, IVCP-GP was terminated as the general partner of IVCP, at which point IVCP-GP's general partnership interest converted to a limited partnership interest. Neither I nor IVCP-GP took any action to cause or assist with this change. Attached as **Exhibit 8** hereto is a true and correct copy of a letter, dated September 26, 2018, from RIT providing notice of termination of IVCP-GP as the general partner of IVCP, and providing that IVCP-GP would become a limited partner of IVCP.

9. The management company of IVCP is Plaintiff IVCP Management, of which I am the Special Managing Member. Attached as **Exhibit 9** hereto is a true and correct copy of an Investment Management Agreement, dated December 21, 2015, between IVCP and IVCP Management.

10. The chart below shows the general structure of the relevant ownership interests and principal contractual obligations among Plaintiffs IVCP-GP; IVCP Management; RIT; the Investment Fund IVCP; and the portfolio companies in which IVCP invests, as of the date of OFAC's blocking order.



III. CN ODYSSEY FUND LP

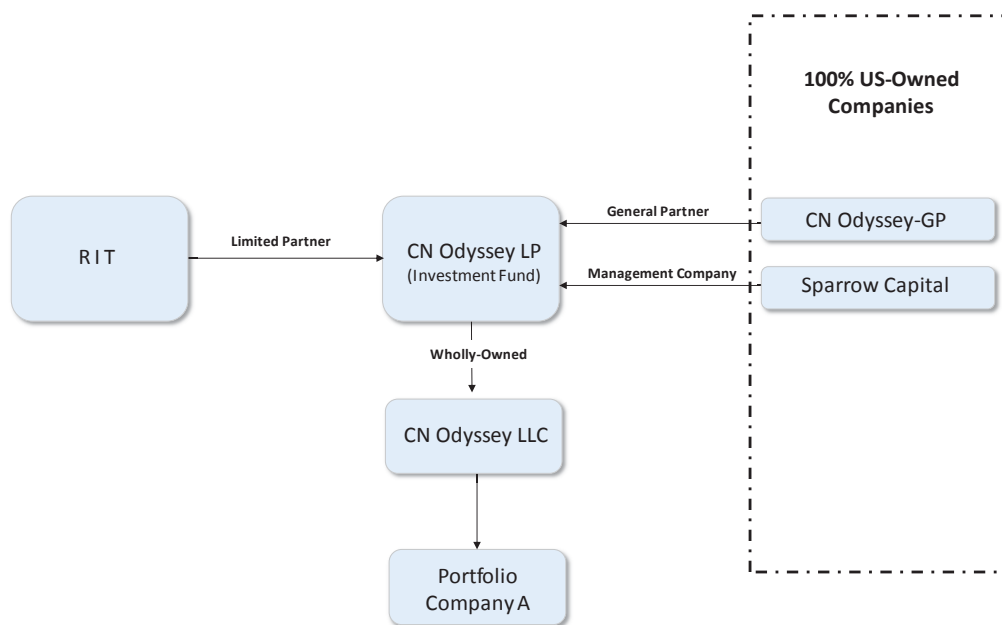
11. CN Odyssey Fund LP (“CN Odyssey LP”) is an investment fund. I am a Special Managing Member of Plaintiff CN Odyssey-GP, which is the general partner of CN Odyssey LP. The original limited partner of CN Odyssey LP was Weft. Attached as **Exhibit 10** hereto is a true and correct copy of the Agreement of Limited Partnership of CN Odyssey LP, dated May 11, 2016.

12. On or about March 9, 2017, Weft sold the limited partnership interest in CN Odyssey LP to RIT. Attached as **Exhibit 11** hereto is a true and correct copy of a Sale and Purchase Agreement, dated March 9, 2017, between Weft and RIT concerning the limited partnership interests in CN Odyssey LP. Attached as **Exhibit 12** hereto is a true and correct copy of a First Amendment and Joinder to the Amended and Restated Agreement of Limited Partnership of CN Odyssey LP, dated March 9, 2017.

13. The management company of CN Odyssey LP is Plaintiff Sparrow Capital. I am the Chief Executive Officer and Managing Member of Sparrow Capital, which was formerly known as Renova U.S. Management LLC and did business under the name Columbus Nova.

Attached as **Exhibit 13** hereto is a true and correct copy of an Investment Management Agreement, dated May 11, 2016, between CN Odyssey LP and Renova U.S. Management, LLC.

14. The chart below shows the general structure of the ownership interests and principal contractual obligations among CN Odyssey-GP and Sparrow Capital; RIT; the Investment Fund CN Odyssey LP; CN Odyssey LLC (a direct, wholly-owned subsidiary of CN Odyssey LP); and its portfolio company, “Portfolio Company A,” as of the date of OFAC’s blocking order. Subsequently, CN Odyssey LLC’s position in Portfolio Company A was liquidated pursuant to license obtained by Portfolio Company A, as described further in the Complaint. (See Compl. ¶¶ 14, 54-55, 152-55).



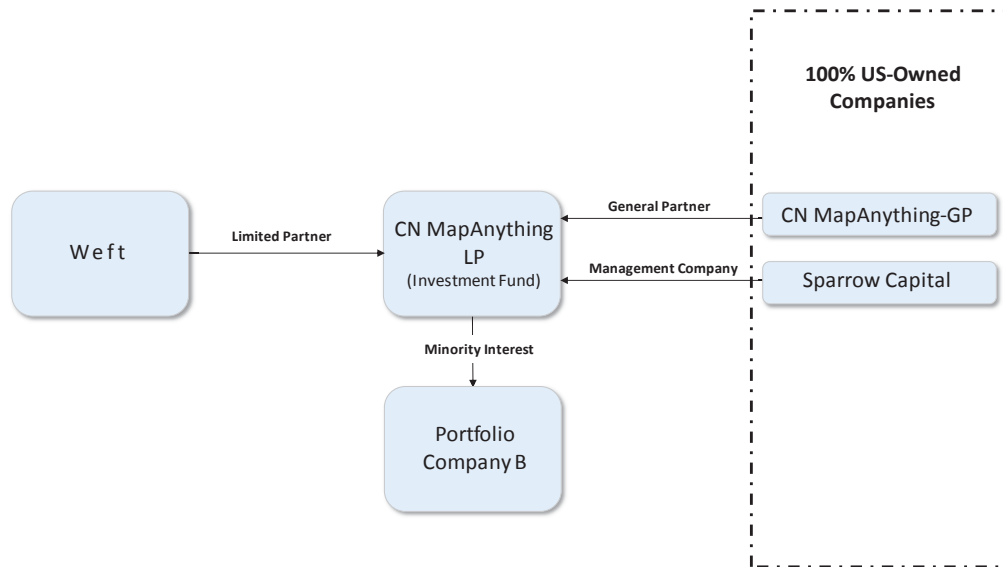
15. Pursuant to OFAC license, the proceeds of the liquidation of CN Odyssey LLC’s position in Portfolio Company A were deposited in a blocked account for CN Odyssey LLC. A share of that money is the property of CN Odyssey-GP and Sparrow Capital.

IV. CN MAPANYTHING LP

16. CN MapAnything LP is an investment fund. I am a Special Managing Member of Plaintiff CN MapAnything-GP, which is the general partner of CN MapAnything LP. The limited partner of CN MapAnything LP is RIT. Attached as **Exhibit 14** hereto is a true and correct copy of the Agreement of Limited Partnership of CN MapAnything LP, dated January 10, 2017.

17. The management company of CN MapAnything LP is Plaintiff Sparrow Capital. The parties reached an understanding consistent with the terms of its other Investment Management Agreements, but did not enter into a formal agreement. Sparrow Capital was formerly known as Renova U.S. Management LLC, which did business under the name Columbus Nova.

18. The chart below shows the general structure, as of the date of OFAC's blocking order, of the ownership interests and principal contractual obligations among Plaintiffs CN MapAnything-GP and Sparrow Capital; Weft; the Investment Fund CN MapAnything LP; and a portfolio company, "Portfolio Company B." Subsequently, CN MapAnything LP's position in that Portfolio Company B was liquidated under license, as described further in the Complaint. (*See* Compl. ¶¶ 15, 61-62, 118-130, 156).



19. Pursuant to OFAC license, the cash proceeds of the liquidation of CN MapAnything LP's ownership interests in Portfolio Company B were deposited in a blocked account for CN MapAnything LP. A share of that money is the property of CN MapAnything-GP and Sparrow Capital.

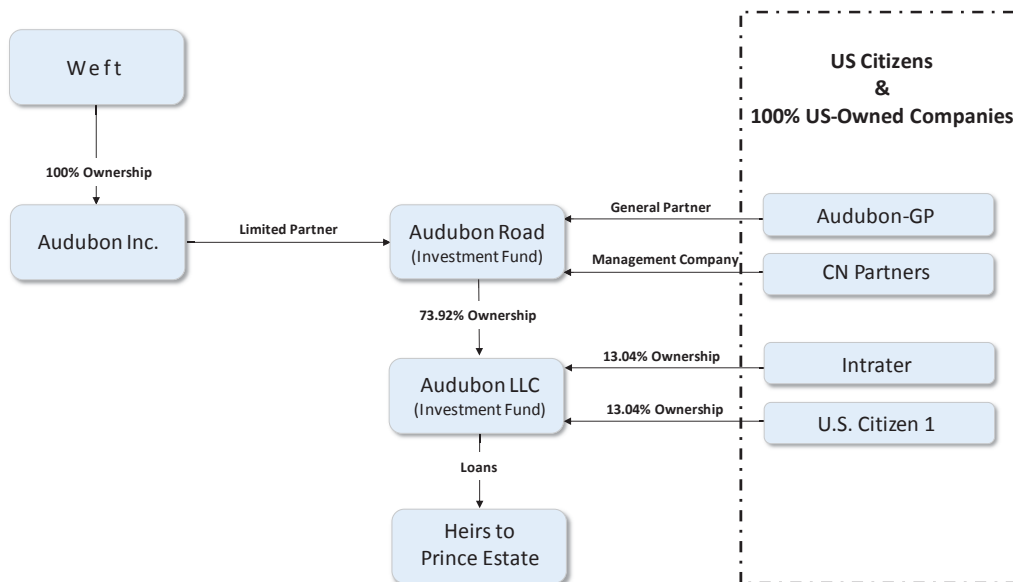
V. AUDUBON

20. Audubon Road Loan Funding LP ("Audubon Road") is an investment fund. I am a Special Managing Member of Plaintiff Audubon-GP, which is the general partner of Audubon Road. The limited partner of Audubon Road is Audubon Loan Funding Inc. ("Audubon Inc."), which is wholly owned by Weft. Attached as **Exhibit 15** hereto is a true and correct copy of the Agreement of Limited Partnership of Audubon Road, dated October 13, 2017.

21. The management company of Audubon Road is Plaintiff CN Partners, of which I am a Special Managing Member with a 50% ownership interest. Attached as **Exhibit 16** hereto is a true and correct copy of an Investment Management Agreement, dated October 13, 2017, between Audubon Road and CN Partners.

22. Audubon Loan Funding LLC (“Audubon LLC”) is an investment fund that is majority-owned by Audubon Road. I, Andrew Intrater, am one of the minority owners of Audubon LLC. I am also a Special Managing Member of Audubon LLC. Attached as **Exhibit 17** hereto is a true and correct copy of the Operating Agreement of Audubon LLC, dated October 13, 2017.

23. Audubon LLC was formed for the purpose of providing, and its sole material assets were, loans to three Heirs to the estate of Prince (which have since been repaid under license). The chart below shows the general structure of the ownership interests and principal contractual obligations among Plaintiffs Audubon-GP; CN Partners; Intrater; U.S. Citizen 1; Weft; the Investment Funds Audubon Road and Audubon LLC, prior to the Heirs to the estate of Prince repaying those loans, as described further in the Complaint. (See Compl. ¶¶ 17, 68-69, 136-37).



24. Pursuant to OFAC license, the Heirs repaid the Audubon LLC loans, and deposited the repayment amounts in a blocked account for Audubon LLC. A share of that money belongs to Audubon-GP, CN Partners, and me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 17th day of September 2019 in New York, New York.



Andrew Intrater

Sworn before me this 17th day of September, 2019
New York, New York



NOTARY PUBLIC

